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IN THE HIGH COURT OF ORISSA AT CUTTACK

W.A. No.228 of 2025

Chairman, Odisha Gramya Bank, Khurda .... *Appellant*

Mr. K. C. Kanungo, Advocate

-versus-

Odisha Gramya Bank Karmachari Sangha, Bhubaneswar and Others .... *Respondents*

Mr. A. K. Jena, Advocate

CORAM :
MR. JUSTICE KRISHNA SHRIPAD DIXIT
MR. JUSTICE CHITTARANJAN DASH

Date of Hearing & Judgment: 23.02.2026

Chittaranjan Dash, **J.**

In this Intra-Court Appeal, the Appellant, Chairman, Odisha Gramya Bank lay challenge to the order passed by a Single Judge dated 13.11.2024 passed in W.P.(C) No.26726 of 2020 favouring the Writ Petitioners represented through the General Secretary, Odisha Gramya Bank Karmachari Sangha.

2. The background facts giving rise to the present appeal are that the Respondent-employees, represented through the General Secretary of the Odisha Gramya Bank Karmachari Sangha, belong to the cadre of sub-staff in the establishment of the Appellant-Bank, which includes employees working in the capacity of messengers and sweepers. The said employees approached this Court by filing the above writ petition seeking extension of similar benefits in terms of the Award dated 30.04.1990 passed by the National Industrial Tribunal (hereinafter referred to as "NIT"). The said award had earlier been implemented by the Appellant-Bank in the year 1991 pursuant to the direction issued by a Co-ordinate Bench of this Court in OJC No.8322 of 1994, which subsequently came to be examined by the Hon'ble Supreme Court in Civil Appeal Nos.3500–3501 of 2010. It appears that the members of the Odisha Gramya Bank Karmachari Sangha had earlier approached this Court in W.P.(C) No.12370 of 2013, wherein this Court directed the Appellant-Bank to consider their case. Pursuant to the said direction, the competent authority of the Appellant-Bank considered the claim of the members of the Respondent-Sangha but rejected the same on the ground that the aforesaid NIT Award was not applicable to them. Assailing the said order of rejection, the members of the Respondent No.1-Sangha again approached this Court by filing W.P.(C) No.26726 of 2020. The learned Single Judge having heard the

respective Parties vividly discussed the controversy raised by the parties and held as follows:

> *"9. Mr. Senapati contends that since the respective Regional Rural Banks were operating prior to the amalgamation into Odisha Gramya Bank, the respective employers of such Regional Rural Banks are liable to pay the entitlements to their respective employees, which cannot be now saddled on the employer of Odisha Gramya Bank. Such submission advanced by Mr. Senapati is not found acceptable for the simple reason that the entitlements of the employees of Regional Rural Banks and payment thereof on the date of amalgamation was never stated to be excluded in the conditions of amalgamation. When the entire liability of all such Regional Rural Banks are being taken upon amalgamation to form the Odisha Gramya Bank, at the present stage the employer in Odisha Gramya Bank cannot deny their liability in respect of those employees brought to Odisha Gramya Bank.*
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> *10. So far as the submission of delay and laches alleged against the Petitioner, the same is not found supported by any material. The decision in* ***U.P. Jal Nigam (supra)*** *as relied on by Mr. Senapati, learned counsel for the Opposite Party No.3, would be of no help to him. It is for the reason that the same is with regard to retirement at the age of 58 or 60 years, where the employees have already retired to loose their right of continuance.*
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> *11. It is seen that the direction of this Court dated 15.12.2008 passed in the case of Puri Gramya Bank Workers Union was implemented after having confirmed by Hon'ble Supreme Court on 06.04.2010 and present Petitioner first approached this Court in*

the year 2013 in the earlier writ petition. Prior to that, they agitated their grievance before different forums including the ministry of Finance, Govt. of India. Further, the process of amalgamation in 2007 as well as 2013 to constitute all such operating Regional Rural Banks as one Bank, i.e. Odisha Gramya Bank is not disputed and the conditions of amalgamation do not prohibit grant of such entitlement to the employees of all the Regional Rural Banks. So there cannot be any differentiation amongst such employees where the erstwhile employees of Puri Gramya Bank were granted the benefit while employees of other Regional Rural Banks are deprived of the same. It is to be mentioned here that the employees of all Regional Rural Banks form one class before amalgamation, for the benefits as per the award of NIT, and they continued to be in one class even after amalgamation and as such deprivation for a portion of employees of the same bank to similar benefits would violate Article 14 of the Constitution of India

12. It is not the case of opposite parties that there would be any discrimination between such employees of different Regional Rural Banks in the matter of pay and other entitlements upon their amalgamation to constitute one Regional Rural Bank, i.e. Odisha Gramya Bank. All such previous employees of different RRBs come under one group governed by same service conditions to constitute one class. When the order of this Court dated 15.12.2008 has been tested and confirmed by the Supreme Court, there is no reason left to deprive other similarly situated employees to grant such benefits.

13. Accordingly, the writ petition is allowed and the Opposite Parties, particularly Opposite Party No.3 is *directed to extend all such benefits in respect of the employees of Odisha Gramya Bank without any discrimination of such benefits granted to those employees of erstwhile Puri Gramya Bank and to release all benefits, within a period of four (4) months from the date of receipt of certified copy of this order."*

3. Learned counsel for the Appellant contends that the learned Single Judge, while appreciating the case of the Respondents, misconstrued the applicable legal position in directing the Appellant-Bank to extend the benefits flowing from the Award dated 30.04.1990 of the National Industrial Tribunal. It is submitted that the Appellant-Bank cannot be saddled with the liability arising out of the said award inasmuch as the establishment in question was earlier under the control of the erstwhile Puri Gramya Bank and, upon subsequent amalgamation into the present entity, i.e., Odisha Gramya Bank, no scheme of amalgamation or other arrangement contemplated the transfer of such liability. It is further contended that the award in question had already been implemented in the year 1991 and it was incumbent upon the respective Regional Rural Banks existing at that time to extend the benefits to their employees. According to the Appellant, the employees of the erstwhile Regional Rural Banks, namely Cuttack Gramya Bank, Balasore Gramya Bank and Baitarani Gramya Bank, had already been extended the benefits under the NIT Award as per their respective records. The members

of the Respondent-Sangha, however, did not raise any claim in that regard since 1991 and have approached this Court only after more than three decades. On the aforesaid premises, it is argued that the claim of the Respondent-employees is hopelessly stale and suffers from gross delay and laches and, therefore, cannot be entertained at this stage. It is also contended that the impugned order directing release of all consequential benefits is illegal, improper and unjustified, as the claim of the Respondents is hit by the principles of waiver and acquiescence. Learned counsel further submits that implementation of the impugned directions at this stage would impose a substantial financial burden upon the establishment and may lead to serious administrative complications affecting the smooth functioning of the Bank. In support of the aforesaid submissions, learned counsel for the Appellant placed reliance upon the decision of the Hon'ble Supreme Court in ***State of Uttar Pradesh vs. Arvind Kumar Srivastava*, (2015) 1 SCC 347** to contend that the members of the Respondent-Sangha, having remained fence-sitters for several decades, cannot seek to derive benefit from the relief granted earlier in favour of a different set of employees in OJC No.8322 of 1994

5. Learned counsel for the Respondents, on the other hand, vehemently opposed the submissions advanced on behalf of the Appellant and contended that the impugned order passed by the learned Single Judge is a well-reasoned and self-

contained order which does not warrant interference in the present intra-Court appeal. It is submitted that the learned Single Judge has rightly placed reliance upon the decision rendered by a Co-ordinate Bench of this Court in OJC No.8322 of 1994, which was subsequently affirmed by the Hon'ble Supreme Court in Civil Appeal Nos.3500-3501 of 2010. According to the Respondents, once the issue has attained finality at the level of the Hon'ble Supreme Court, the Appellant-Bank cannot be permitted to reopen the same or deny the benefits flowing therefrom. Learned counsel further submits that the Appellant-establishment cannot discriminate amongst employees by creating an impermissible classification within the same cadre and thereby deny the benefits of the award to a section of similarly situated employees.

6. The Hon'ble Supreme Court in ***Randhir Singh vs. Union of India*, AIR 1982 SC 879** held that the principle of "equal pay for equal work" is not a mere abstract doctrine but one of substantive constitutional significance. The Court observed that although the said principle is not expressly declared as a fundamental right, it nevertheless constitutes a constitutional goal flowing from Articles 14 and 16 read with Article 39(d) of the Constitution. The relevant observations read as follows:

> "3:1. The principle "equal pay for equal work" is not an abstract doctrine but one of substance. There can be and there are different grades in a service, with varying qualifications for entry into a particular grade, the higher

grade often being a promotional avenue for officers of the lower grade. The higher qualifications or experience based on length of service, reasonably sustain the classification of the officers into two grades with different scales of pay. The principle of equal pay for equal work would be an abstract doctrine not attracting Article 14 if sought to be applied to them.

3:2. It is true that the principle of "equal pay for equal work" is not expressly declared by our Constitution to be a fundamental right. But it certainly is a Constitutional goal. Article 39 (d) of the Constitution proclaims "equal pay for equal work for both men and women" as a Directive Principle of State Policy. "Equal pay for equal work for both men and women" means equal pay for equal work for every one and as between the sexes. Directive Principles have to be read into the fundamental rights as a matter of interpretation. Article 14 of the Constitution enjoins the State not to deny any person equality before the law or the equal protection of the laws and Article 16 declares that there shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State. These equality clauses of the Constitution must mean something to everyone. To the vast majority of the people the equality clauses of the Constitution would mean nothing if they are unconcerned with the work they do and the pay they get. To them the equality clauses will have some substance if equal work means equal pay. Questions concerning wages and the like, mundane they may be, are yet matters of vital concern to them and it is there, if at all that the equality clauses of the Constitution have any significance to them. The preamble to the Constitution declares the solemn resolution of the people of India to constitute India into a Sovereign Socialist Democratic Republic. Again the word 'Socialist' must mean something. Even if it does not mean 'to each according to his need', it must at least mean 'equal pay for equal work'.

3:3. From a construction of Articles 14 and 16 in the light of the Preamble and Article 39(d), it is clear that the principle "equal pay for equal work" is deducible from those Articles and may be properly applied to cases of unequal"

Subsequently, the Hon'ble Supreme Court in ***State of Madhya Pradesh vs. R.D. Sharma*, 2022 LiveLaw (SC) 97** reiterated the limits of judicial interference in matters concerning parity of pay scales and equation of posts. It was observed as follows:

> "….Therefore, it has always been held to be more prudent to leave such task of equation of post and determination of pay scales to be best left to an expert body. Unless there is cogent material on record to come to a firm conclusion that a grave error had crept in while fixing the pay scale for a given post, and that the court's interference was absolutely necessary to undo the injustice, the courts would not interfere with such complex issues. A beneficial reference of the observations made in this regard in case of Secretary, Finance Department Vs. West Bengal Registration Service Associations and Ors. 1993 Supl. 1 SCC 153 be made. As held in State of Haryana and Anr. Vs. Haryana Civil Secretariat Personal Staff Association 2002 (06) SCC 72 "equal pay for equal work" is not a fundamental right vested in any employee, though it is a constitutional goal to be achieved by the Government."

7. Thus, what emerges from the aforesaid decisions is twofold: first, that the doctrine of "equal pay for equal work" is

a constitutional principle deducible from Articles 14 and 16 read with Article 39(d); and secondly, that while the said principle informs the constitutional framework governing service conditions, the equation of posts and determination of pay scales ordinarily fall within the domain of expert bodies, and judicial interference is warranted only in cases of manifest arbitrariness or patent discrimination.

Furthermore, the aforesaid observations in ***Randhir Singh*** (supra) assume greater significance when viewed in the light of the Preamble to the Constitution, which declares India to be a "Sovereign Socialist Secular Democratic Republic." The incorporation of the term "socialist" signifies the constitutional commitment to securing social and economic justice and to reducing inequalities in conditions of employment and livelihood. In that sense, the principle of "equal pay for equal work" is not merely a service jurisprudence doctrine but forms part of the broader constitutional philosophy intended to ensure fairness in the distribution of economic benefits among those performing similar work under the State. The interpretation placed by the Hon'ble Supreme Court in ***Randhir Singh*** (supra) thus underscores that the equality clauses under Articles 14 and 16 must be construed in harmony with the Directive Principles and the socialist ethos embedded in the Preamble, so that the constitutional promise of equality is not rendered illusory in matters relating to wages and conditions of service.

8. The principle has been upheld by the recent decision of the Hon'ble Supreme Court in ***Pawan Kumar & Ors. vs. Union of India*, 2026 INSC 156**, wherein it was held that similarly situated employees should be treated similarly and cannot be subjected to differential treatment.

9. Therefore, persons similarly situated and performing work of a similar nature, particularly when governed by the same policy framework applicable to Regional Rural Banks, cannot be treated differently vis-à-vis their counterparts in other establishments. The contention of the Appellant that the claims have been raised belatedly and suffer from inordinate delay is difficult to accept for the simple reason that the Respondent-employees have been consistently pursuing their grievance before the appropriate forums. The record reveals that the issue had been agitated before this Court as early as in the year 2013, and thereafter directions were issued to the Appellant-Bank to consider their case. Pursuant to such directions, when the authorities failed to extend the benefits sought for, the Respondents were constrained to approach this Court again by filing W.P.(C) No.26726 of 2020. In such circumstances, it cannot be said that the Respondents had slept over their rights or that they may be characterised as fence-sitters. On the contrary, the reasons assigned by the learned Court having assessed the case of the parties in all perspective as raised earlier by the Appellant have been set at rest and

cannot be substituted either way but to hold the same to have been rightly answered. The Appellant has miserably failed to make out a case as to the sustainability of the impugned order in the eye of law. Rather, the learned Single has taken a pragmatic approach to the grievance and arrived at conclusion that deserves seal of approval.

10. Considering the fact that the members of the Respondent-Sangha are similarly situated employees, they cannot be denied the relief claimed. Broadly agreeing with the reasons assigned by the learned Single Judge, we find no merit in the present Appeal and accordingly dismiss the same.

The Appellant is directed to comply the order passed by the Single Judge dated 13.11.2024 in W.P.(C) No.26726 of 2020 within an outer limit of three months hence.

(Chittaranjan Dash)
Judge

(Krishna Shripad Dixit)
Judge

Bijay/Sarbani